



# SOUTHERN LEHIGH SCHOOL DISTRICT

5775 Main Street  
Center Valley, Pennsylvania 18034

## WAGE & BENEFIT POLICY FOR HEALTH SERVICES SUPPORT

~~2013-2016~~ 2016-2019

# HEALTH SERVICES SUPPORT WAGE & BENEFIT POLICY

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# HEALTH SERVICES SUPPORT WAGE & BENEFIT POLICY

## I. DURATION OF POLICY

This Policy shall become effective on July 1, 2013 2016 and remain in full force and effect through June 30, 2016.

## II. COVERED CLASSIFICATIONS

Classifications covered by this policy are:

- Health Paraprofessionals
- Licensed Personal Care Assistants
- Licensed Health Room Nurses

Licensed Personal Care Assistants and Licensed Health Room Nurses are required to hold a current nursing license in good standing.

## III. HOURS OF WORK

The payroll work week shall start at 12:00 am Sunday and continue until 11:59 pm Saturday.

Licensed Personal Care Assistants and Licensed Health Room Nurses will work 37.5 hours per week, 10 months of the year. The normal work day will consist of 7.5 hours of working time, during which employees will receive two 10-minute breaks. In addition, employees will be given a 30-minute duty free, unpaid lunch.

The hours of work for all Elementary and Secondary School Health Paraprofessionals shall be limited to 29 hours per week. Generally, Health Paraprofessionals will work a 5.75 hour day.

Health Paraprofessionals may be asked to take two 15-minute breaks (paid) per day in lieu of lunch. Permission for this arrangement must be given by the Superintendent. Otherwise, each day shall contain an unpaid 30-minute lunch.

Actual hours for Health Paraprofessionals may be specified by Building Administrators and the Director of Special Education with the approval of the Superintendent. The work year shall be the same as the teaching work year.

### a. Overtime

All hours worked greater than 37 ½ hours per week but equal to or less than 40 hours per week will be paid at the employee's regular hourly rate. Approved hours worked in excess of forty (40) hours per week shall be paid at a rate of 1½ times the regular rate of pay.

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## b. Hours Limitation

At no time will any employee included as a party to this Policy be scheduled or allowed to accept multiple positions within the District such that their total hours per week would regularly exceed 40.

At no time will any employee included as a party to this Policy who are regularly scheduled to work 29 hours or less per week be allowed to work another District position such that the total of hours per week exceeds 29, unless expressly approved in advance by the Board of School Directors.

## IV. COMPLAINT PROCEDURE

Recognizing that reconciliation and disposition of complaints is in the best interests of the school children and the general public whom both employer and employees serve, all complaints which may arise out of the interpretation of the provisions of this policy and the conditions of work specified herein shall be resolved as expeditiously as possible in accordance with the following procedure.

**Step 1.** Any employee initiating a complaint shall present the complaint to the ~~Building Administrator~~Director of Special Education or his/her designee within ten (10) school business days of the alleged problem or occurrence. ~~The Building Administrator~~Director of Special Education shall present the employee with an answer to the concern within ten (10) working days.

**Step 2.** If the employee is not satisfied with the answer, they may reduce the complaint to writing and submit it to the ~~Building Administrator~~Director of Special Education within ten (10) days of the initial answer. ~~The Building Administrator~~Director of Special Education or his/her designee shall reply in writing to the employee within ten (10) school business days after receipt of the written complaint.

**Step 3.** If the complaint is not resolved by Step 2 to the satisfaction of the employee, the employee may request a meeting with the Superintendent or his/her designated representative within ten (10) school business days following the written reply. The Superintendent or his/her designated representative shall meet with the complainant and provide a written answer to the employee within (10) school business days after the meeting.

**Step 4.** If the complaint is not resolved by Step 3 to the satisfaction of the employee, the complaint may be referred to the Board of Education at its first regular meeting occurring ten (10) school business days or more following the Superintendent's written reply by written request of the complainant. The Board of Education shall provide a written reply to the employee within ten (10) school business days following the meeting at which the complaint has been referred.

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Extensions to the time periods above may be mutually agreed upon.

## V. (Reserved)

## VI. WAGES

The following wages and benefits shall be in effect for the period July 1, 2013-2016 through June 30, 2014-2019, for Licensed Personal Care Assistants and Licensed Health Room Nurses:

\$21.49 20.00-  
per hour

The following wages and benefits shall be in effect for the period July 1, 2014 through June 30, 2015, for Licensed Personal Care Assistants and Licensed Health Room Nurses:

\$20.40 per hour

The following wages and benefits shall be in effect for the period July 1, 2015 through June 30, 2016, for Licensed Personal Care Assistants and Licensed Health Room Nurses:

\$20.91 per hour

The following wages shall be in effect for the period July 1, 2013 through June 30, 2014, for Health Paraprofessionals:

First 5 years	\$17.46 per hour
After 5 years	\$19.66 18.29 per

The following wages shall be in effect for the period July 1, 2014 through June 30, 2015, for Health Paraprofessionals:

First 5 years	\$17.81 per hour
After 5 years	\$18.66 per hour

The following wages shall be in effect for the period July 1, 2015 through June 30, 2016, for Health Paraprofessionals:

First 5 years	\$18.26 per hour
After 5 years	\$19.13 per hour

Substitute health paraprofessionals shall be compensated at the rate in effect at the time of service for new (first five years) health paraprofessionals.

Active Licensed Personal Care Assistants, Licensed Health Room Nurses, and

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Health Paraprofessionals who have worked thirty years in the District shall receive a one-time stipend of \$1000. The stipend shall be paid immediately after attaining the years of service as required.

### **VII. PAID TIME OFF**

For purposes of this policy, an active employee is an employee who is not on an unpaid leave of absence, workers compensation, or disability.

Under no circumstances may an employee exceed 100% of regular pay while using accrued paid time off.

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Paid time off, excepting sick leave, especially those days requested before and after a holiday, must be pre-approved by Supervision via the employee portal.

Any employee who is absent without reasonable excuse, either on the work day before or the workday following a holiday will forfeit the holiday pay.

Any employee who is on an unpaid leave of absence, workers compensation, or disability leave will forfeit the holiday pay.

## **a. Holidays**

Active employees regularly scheduled to work 25 hours per week or more shall be granted six (6) paid holidays per year:

Holiday	Date Observed 2013- 20142016-2017	Date Observe d 2017- 2018	Date Observed 2018-2019
Thanksgiving	November 2824, 20132016		
Christmas Eve	December 24, 20132016	Dec. 24, 2017	Dec. 24, 2018
Christmas Day	December 25, 20132016	Dec. 25, 2017	Dec. 25, 2018
New Year's Eve	December 31, 20132016	Dec. 31, 2017	Dec. 31, 2018
New Year's Day	January 1, 20142017	Jan. 1, 2018	Jan. 1, 2019
Memorial Day	May 2629, 20142017	May 28, 2018	May 27, 2019

Active employees regularly scheduled to work less than 25 hours per week shall be granted four (4) paid holidays per year:

Holiday	Date Observed 2013-2014	Date observe d 2017- 2018	Date observe d, 2018- 2019
Thanksgiving	November 2824, 20132016	November 23, 2017	November 22, 2018
Christmas Eve	December 24, 20132016	Dec. 24, 2017	Dec. 24, 2018
Christmas Day	December 25, 20132016	Dec. 25, 2017	Dec. 25, 2018
New Year's Day	January 1, 20142017	Jan. 1, 2018	Jan. 1, 2018

## **b. (Reserved)**

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### **c. Personal Days**

Active employees regularly scheduled to work 25 hours or more per week shall be granted two (2) personal days per school year. If unused, such days shall be cumulative from year to year. No more than five (5) days may be taken in any year. These days will be pro-rated for those commencing employment during the school

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year.

Active employees regularly scheduled to work less than 25 hours per week shall be granted one (1) personal day per school year. If unused, such days shall be cumulative from year to year. No more than five (5) days may be taken in any year. These days will be pro-rated for those commencing employment during the school year.

### **d. Emergency Days**

An active employee, during the course of the school year, may be eligible for up to two (2) emergency days of leave without loss of wages.

An emergency day is a day upon which some unforeseen happening occurs which calls for immediate action such as, but not limited to: (1) immediate family illness requiring hospitalization or doctor's care, (2) accidents occurring either personally or within the immediate family, (3) fire, (4) flood, or any other unforeseen happening which can be construed as an emergency. Immediate family is defined, for the purposes of (1) and (2) of this paragraph, as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, grandparent, near relative who resides in the same household, or any person with whom the person has made his/her home. As emergencies cannot be predicted prior to their occurrence, it shall be the responsibility of the employee making the request to forward the request for the emergency day's leave to the district superintendent via the employee portal within five (5) working days for approval, including an explanation of the circumstances surrounding the request.

### **e. Sick Leave**

Active employees working 25 hours or more per week shall be granted ten (10) sick days per year, to be used for either personal or family illness. If not used these days will accumulate and may be used for personal illness in successive years.

Active employees working less than 25 hours per week shall be granted five (5) sick days per year, to be used for either personal or family illness. If not used these days will accumulate and may be used for personal illness in successive years.

For this purpose, family members shall be limited to: father, mother, husband, wife, son, daughter, or other person who resides in the same household as the employee.

These days will be pro-rated for those commencing employment during the school year.

The employer may require a doctor's excuse at any time for sick leave absences.

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On the third day of absence, an employee must contact the Human Resources Administrator by telephone at 610-282-3121 x5215 or leave him/her a message.

The use of five (5) consecutive sick leave days will automatically require submission of a doctor's excuse to return to work.

### **f. Bereavement / Funeral Leave**

Whenever an active employee who is regularly scheduled to work 25 hours or more per week shall be absent from duty because of a death in their immediate family, there shall be no deduction in the wages of said employee for an absence or absences not in excess of five (5) consecutive work days to arrange, to attend, and/or to travel to funeral or memorial services within a period of ten (10) days of the death. This inclusionary period may be extended with the approval of the Superintendent. Members of the employee's immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandmother, grandfather, grandchild, near relative who resides in the same household, or any person with whom the employee was living at the time of death or any step-relative corresponding to those immediate family members named above. "Step-relative" shall be defined as one of the above-listed family members genetically related to an employee's spouse from a previous relationship, or an adopted person of an employee's spouse from a previous relationship.

Whenever an active employee who is regularly scheduled to work 25 hours or more per week shall be absent from duty because of death of a near relative, there shall be no deduction in the wages of the employee for an absence not to exceed two (2) consecutive work days to arrange, to attend and/or to travel to funeral or memorial services within a period of ten (10) days of the death. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Whenever an active employee who is regularly scheduled to work less than 25 hours per week shall be absent from duty because of a death in their immediate family, there shall be no deduction in the wages of said employee for an absence or absences not in excess of two (2) consecutive work days to arrange, to attend, and/or to travel to funeral or memorial services within a period of ten (10) days of the death. Members of the employee's immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandmother, grandfather, grandchild, near relative who resides in the same household, or any person with whom the employee was living at the time of death or any step-relative corresponding to those immediate family members named above. "Step-relative" shall be defined as one of the above-listed family members genetically related to an employee's spouse from a previous relationship, or an adopted person of an employee's spouse from a previous relationship.

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Whenever an active employee who is regularly scheduled to work less than 25 hours per week shall be absent from duty because of death of a near relative, there shall be no deduction in the wages of the employee for an absence not to exceed one (1) work day to arrange, to attend and/or to travel to funeral or memorial services within a period of ten (10) days of the death. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

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Employees may be required to submit documentation for these incidents for payroll documentation purposes.

## **VIII. UNPAID TIME OFF**

### Childrearing Leave

The Employer shall grant unpaid Childrearing Leave to any employee regularly scheduled to work 30 hours per week or more in accordance with the provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964, as amended, and other applicable state and federal laws and/or regulations. A verifying physician's statement shall be required by the Employer and must be attached to the employee's written request for childrearing leave. The Employer, at its expense, will provide the employee on Childrearing Leave, subject to the approval and limitations of the insurance carriers, continued coverage of term life and medical insurance benefits through the end of the month during which childbearing disability ends.

The Employer shall grant unpaid Childrearing Leave to any employee for up to six (6) months. Childrearing Leave shall commence on the day following the end of the disability related to the pregnancy period or, in the case of adoption, on the day of adoption. The Employer will, subject to the approval and limitations of the carrier, maintain the employee on childrearing leave in the insurance groups for term life insurance and medical insurances provided that the employee remits to the Business Office the amount of the billing for the employee's coverage within thirty (30) days of receipt of said bill. Billing shall be sent quarterly to the employee. Failure to remit such payments in a timely fashion may result in loss of coverage. Vision care reimbursement provisions do not apply to leaves for Childrearing.

The employee shall notify the Superintendent, in writing, of their intention to return to work. In case of childbirth such notification must be submitted immediately upon release to return to work by the physician. In case of adoption the employee must notify the Superintendent, in writing, of their intention to return to work within sixty (60) days from the date of adoption.

## **IX. INSURANCE BENEFITS**

All benefits in each category of this section will be paid according to the terms of the insurance contract in force at the time of the claim.

### **a. Life Insurance**

| All employees who are regularly scheduled to work 25 hours or more per week shall

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be covered by a death benefit of \$50,000 with an equal amount of additional accidental death and dismemberment protection at no cost.

If an employee is over age 70 on the effective date of his/her insurance, the amount of Life Insurance and the Accidental Death and Dismemberment Insurance for such employee shall be 50% of the amount for which he/she would otherwise be eligible in accordance with this schedule.

The amount of Life Insurance and the Accidental Death and Dismemberment Insurance for any employee shall be reduced by 50% upon the attainment of his/her 70th birthday.

### **b. Health Insurance**

Each employee regularly scheduled to work 30 hours per week or more shall be offered a benefit package including hospitalization, medical-surgical, major medical, dental, and prescription drug coverage, subject to the applicable employee premium contribution provision below. The employer may also offer a managed care Plan. Employees and their eligible dependents (as defined in the current plans) may be covered.

The major medical plan shall have unlimited coverage with a disappearing co-insurance provision at \$2,000, and a \$250/\$500 deductible choice of the Lehigh Consortium PPO Plans (PPO 4, PPO 6 or PPO 7) or their equivalents, with respect to each full-time employee including eligible dependents as defined in said Plans and who, as a person other than the head of the household, is not fully covered under another plan with similar or better benefits and the cost of which is paid by another employer.

The District may, at its discretion, offer additional plans to be available, if offered, on a voluntary basis. Professional employees, eligible for such District group coverage, shall have a seminar/workshop presented by the provider(s) of these alternate programs prior to a designated open enrollment period. The employee may voluntarily change from the indemnity medical insurance during this open enrollment period and must remain in this alternate program until the next enrollment period. The employee may, after that one year period, and during subsequent enrollment periods, return to the group indemnity medical insurance without pre-existing condition(s). The exception to this, for any of the programs, would be if the professional employee experiences any family status change (a "qualifying event") during the plan year. This employee may re-enroll, after providing proof of the family status change(s), (i.e., Marriage, Divorce, Death of a dependent, Birth or adoption, etc.) into the other medical insurance program.

Election of any change in dependent coverage shall be made in writing during the District's open enrollment period each year, or within thirty (30) days of any qualifying event.

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At the Board's discretion, a managed care plan may replace the current indemnity program as the primary plan provided to the employees.

### **c. Dental Insurance**

The Employer shall offer a dental plan to employees regularly scheduled to work 30 hours per week or more. Employees and their eligible dependents (as defined in the current plans) may be covered.

### **d. Disability Insurance**

All employees who are regularly scheduled to work 25 hours or more per week who become sick and disabled, or who become disabled as a result of an accident during the term of this policy shall, beginning with the thirty-first (31st) day of disability as defined in the insurance plan selected by the employer, or the cessation of accumulated sick leave, whichever occurs later, receive the sum of sixty per cent

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(60%) of their regular monthly wages up to a maximum of three thousand seven hundred fifty dollars (\$3,750) per month while disabled, with a maximum benefit period in accordance with the plan document.

The above coverage shall be subject to the limitations of the insurance policy chosen by the Board of Education.

## **e. Vision Care Program**

The Employer shall make available a vision care program which provides coverage for active employees who are regularly scheduled to work 25 hours or more per week. An employee may be reimbursed up to \$390.00 over the term of this agreement Policy for an examination by a licensed vision care practitioner, frames and/or lenses. Reimbursement shall be made subsequent to the submission to the Business Office of a detailed, paid receipt not less than one (1) year old for eligible expenses.

Once an employee has been reimbursed a total of \$390.00 for the costs of exams, glasses, and/or frames, the employee shall not be entitled to any additional reimbursement for such purchases for the balance of the term of this Policy. In order to be reimbursed for vision care, all receipts must be turned in to the Business Office while still actively employed by the District and no later than one year from the date of vision care.

## **f. Prescription Plan**

Employees participating in the medical plan shall be eligible to participate in the three-tier (10/30/55) prescription drug coverage as provided by the Lehigh County Consortium Prescription program or its equivalent for each member and his family including any dependents as prescribed by federal law subject to a co-pay up to:

\$55 per prescription for brand name prescriptions

\$10 per prescription for generic prescriptions

\$30 per prescription for formulary brand prescriptions

The Employer shall offer to employees covered by the benefits program the Lehigh County School Consortium Mail Order Drug program or its equivalent at a co-pay up to:

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\$100 per prescription for brand name prescriptions

\$20 per prescription for generic prescriptions

\$50 per prescription for formulary brand prescriptions

Employees participating in the medical plan shall be eligible to participate in the prescription drug program, which shall contain a \$30.00 brand name / \$5.00 generic point of service co-pay, and a \$60.00 brand name / \$10.00 generic mail order co-pay, for the period from July 1, 2013 through June 30, 2016.

## g. Employee Contribution To Benefit Premiums

For the period from July 1, 2013 through June 30, 2016, employees electing coverage shall be required to contribute

the amounts below per month. Election of any change in dependent coverage shall be made in writing during the annual open enrollment period or within thirty (30) days of any qualifying event. Payments shall be made through payroll deduction. The amounts specified below shall be valid for the life of this Agreement.

Single Coverage

\$16.00

Dependent Coverage

\$50.00

<i>Monthly Premium Share PPO 4</i>	<i>2016-2017</i>	<i>2017-2018</i>	<i>2018-2019</i>
<i>S</i>	<i>\$25</i>	<i>\$25</i>	<i>\$35</i>
<i>P/C</i>	<i>\$50</i>	<i>\$60</i>	<i>\$80</i>
<i>P/CN</i>	<i>\$55</i>	<i>\$70</i>	<i>\$95</i>
<i>Couple</i>	<i>\$60</i>	<i>\$75</i>	<i>\$110</i>
<i>Family</i>	<i>\$75</i>	<i>\$85</i>	<i>\$110</i>

X.

<i>Monthly Premium Share PPO 6</i>	<i>2016-2017</i>	<i>2017-2018</i>	<i>2018-2019</i>
<i>S</i>	<i>\$5</i>	<i>\$10</i>	<i>\$10</i>
<i>P/C</i>	<i>\$10</i>	<i>\$15</i>	<i>\$20</i>
<i>P/CN</i>	<i>\$15</i>	<i>\$20</i>	<i>\$30</i>
<i>Couple</i>	<i>\$15</i>	<i>\$25</i>	<i>\$35</i>
<i>Family</i>	<i>\$20</i>	<i>\$30</i>	<i>\$40</i>

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<i>Monthly Premium Share PPO 7</i>	<i>2016-2017</i>	<i>2017-2018</i>	<i>2018-2019</i>
<i>S</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<i>P/C</i>	<i>\$0</i>	<i>\$0</i>	<i>\$5</i>
<i>P/CN</i>	<i>\$0</i>	<i>\$0</i>	<i>\$5</i>
<i>Couple</i>	<i>\$0</i>	<i>\$0</i>	<i>\$5</i>
<i>Family</i>	<i>\$0</i>	<i>\$0</i>	<i>\$5</i>

### ACA Excise Tax:

In the event that a Plan creates a the need for ACA Excise Tax, the Excise Tax will be split evenly by the District and the bargaining unit members who receive benefits under the Plan.

Deductions from payroll will be made the first two pays of each month. In a month with three (3) pays, no deduction will be made from the third pay of the month.

For the period from July 1, 2013 through June 30, 2016, employees electing coverage shall be required to contribute toward that coverage on a monthly basis through payroll deduction as follows:

<u>Single coverage</u>	<u>Dependent coverage</u>
\$16.00	\$50.00

Deductions from payroll will be made the first two pays of each month. In a month that has three (3) pays, no deduction will be made from the third pay of the month.

### X.XI. SEVERANCE BENEFITS

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Upon retirement all employees who are regularly scheduled to work 25 hours or more per week shall receive severance pay in the amount of thirty (\$30.00) per unused sick day subject to the following conditions:

- 1) The employee will have completed a total of fifteen (15) years of service within the District.
- 2) The employee shall have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement allowance.

Payment of severance pay will be made during the month of July following retirement, or no later than one month after the last day of employment, provided notice is given by April 1. If notice is given after April 1, payment will be made during the month of December of the same calendar year as the effective date of the retirement.

Payment shall be made as an employer contribution into a 403(b) tax-sheltered annuity account, in accordance with IRC Section 403(b)(3). This account shall be established by the eligible Employee from the list of plans available from the District, prior to the District contribution. Failure to establish an account will result in forfeiture of the benefit. All Employees who have accumulated less than one thousand (\$1,000.00) dollars will receive cash compensation, and all others will receive the benefit in the form of a non-elective employer contribution to the employee's 403(b) account.

The Employer shall pay all accumulated leave benefits to Employees by March 15 of the calendar year following severance from service with the district.

**XI.XII. (Reserved)**

**XII.XIII. MISCELLANEOUS**

### **a. Travel reimbursement**

When an employee is obliged to provide, at his/her own expense, an automobile other than for traveling to and from home and school in pursuance of assigned duties or to attend designated conventions, conferences, etc., such employee shall be reimbursed at the rate established by the IRS and in effect at the time of the travel.

### **b. Tax Sheltered Annuities**

The employer agrees to make payroll deductions for employees who desire and properly authorize such deductions for tax-sheltered annuities.

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### **c. Savings Bond Deductions**

The employer agrees to make payroll deductions for employees who desire and properly authorize such deductions for the purchase of United States Savings Bonds.

### **d. Probationary Period**

All support staff employees shall serve a probationary period during which time their work performance and general suitability for employment including performance, attendance and conduct shall be evaluated in writing.

The probationary period for employees working 25 hours per week or more is completed following six calendar months of continuous service without a break in service. Time on leave is not considered service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period. Summer vacation shall not be considered as service time for purposes of this policy.

Support staff employees working less than 25 hours per week are subject to a probationary period of 1,000 working hours, with the same exclusions as above.

Probationary employees may be released at any time during the probationary period for failure to attain and maintain acceptable levels of performance, conduct, or attendance.

### **e. Tuition Reimbursement**

The Board will set aside a portion of the Superintendent's budget under his/her control for training for all classified employees. There will be a \$500 per-person annual limit. Reimbursement of payment will be limited to those activities characterized as training activities. Community college courses that are pre-approved by the Superintendent and directly applicable to the employee's current job responsibilities may be included.

### **XIII.XIV. Addendum**

Notwithstanding the intentions of the District and the Health Services Support group to meet and discuss compensation arrangements for the three-year period beginning July 1, 2013~~2016~~, it must be openly stated, should budgetary concerns arise due to the effects of federal or state law or its provisions, that one or more of the preceding Sections may be reopened and action taken in an effort to comply with this law.

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